

HONORABLE EDWARD F. SHEA

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

BRIAN D'AMATO, and PAUL
D'AMATO, as partners of SISBRO I,
SISBRO II, and SISBRO III,

Plaintiffs,

v.

REGINA LILLIE, and GERALD
LILLIE, as partners of SISBRO I,
SISBRO II, and SISBRO III,

Defendants.

No. CV-06-00314-EFS

STIPULATED PROTECTIVE
ORDER

STIPULATION

Plaintiffs Brian D'Amato and Paul D'Amato and Defendants Regina
Lillie and Gerald Lillie, through their undersigned counsel, agree that it would

1 serve the interests of these entities that all documents produced in this case by
2 all parties pursuant to discovery and/or documents produced pursuant to
3 subpoena to any third party be subject to a protective order, in order to avoid
4 disputes during the discovery process.

5 Therefore, to effectuate their agreement, it is stipulated as follows:

6 1. When used in this Stipulated Protective Order, "Information"
7 means all documents or other materials or media produced in response to
8 discovery requests or otherwise conveyed during this litigation.

9 2. It is agreed that, pursuant to this Stipulated Protective Order, any
10 Party or third party who produces Information in this litigation may designate
11 any Information as "**Confidential**" if they have a good faith belief that the
12 Information is or contains confidential, proprietary, trade secrets or other
13 commercially and/or financially sensitive information.

14 3. It is agreed that, pursuant to this Stipulated Protective Order, any
15 Party or third party who provides Information which is produced by that Party
16 or third party in this litigation may designate any Information as "**Attorneys**
17 **Eyes Only**" if they have a good faith belief that the Information is or contains
18 trade secrets or other confidential, proprietary, financial, or commercially-
19 sensitive information the disclosure of which to the requesting Party could
20 result in financial harm, and/or risk or exposure to liability to the producing
21 Party or third party.

22 4. It is agreed that, except with the prior written consent of the
23 producing party, the attorneys and Parties herein shall use any Information or
24 deposition testimony designated by any party or third party as "**Confidential**"
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1 only for purposes of this action, and shall not disclose such Confidential
2 Information, except as otherwise provided herein, to any person other than:

3 a. The Court and any persons employed by the Court whose
4 duties require access to any materials filed in connection with this action;

5 b. Legal counsel for any Party in this action, their legal
6 associates, paralegals, clerical and other support staff assisting in the
7 representation of the Party to this action;

8 c. The Parties to this litigation, their employees, officers and
9 directors whose duties require access to Information exchanged through
10 discovery in this action;

11 d. Actual witnesses and potential witnesses in this action, and
12 their counsel, to the extent reasonably deemed necessary by counsel for
13 the witness's preparation for testimony;

14 e. Outside consultants and experts (and their employees)
15 retained for the purpose of assisting in the prosecution and/or defense of
16 this action;

17 f. Court reporters;

18 g. Mediators and / or Arbitrators that the Parties have agreed to
19 use in an effort to resolve or narrow the issues in this case; and

20 h. Employees of copying and/or microfilming services utilized
21 with respect to this action for the prosecution or defense thereof.

22 5. Prior to disclosure of any Information designated as
23 "**Confidential**," any person included under subsections 4(d) and (e) shall agree
24 in writing to comply with this Order by executing a Certificate of Knowledge of
25 and Compliance with Stipulated Protective Order indicating that he or she has
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1 received and reviewed this Stipulated Protective Order and agrees to be bound
2 by its terms. The Certificate shall be in the form attached as Exhibit A. If such
3 person refuses to be bound by the terms of the Stipulated Protective Order, no
4 Confidential Information may be shown to that person outside the context of a
5 sworn deposition. Deponents who refuse to agree to the terms of this Stipulated
6 Protective Order on the record may be shown Confidential Information during
7 the course of a deposition, but will not be allowed to keep a copy of the
8 Confidential Information or the transcript of the deposition if the transcript
9 recites, references, or describes the contents of the Confidential Information.

10 6. Information designated as "**Attorneys Eyes Only**" shall be treated
11 in the same manner as Information designated as "**Confidential**" with the
12 additional restriction that Information designated as "**Attorneys Eyes Only**"
13 shall not be disclosed to any person included under subsection 4(c), 4(d) or 4(e)
14 without the prior written consent of the producing Party or third party. Any
15 Party wishing to disclose "**Attorneys Eyes Only**" information to any person
16 included under subsections 4 (c), 4(d) or 4(e) must provide notice of the intent
17 to disclose, as well as a copy of the signed Certificate in the form of Exhibit A,
18 to the producing party not less than 10 days prior to the disclosure. If the
19 producing party objects to the disclosure, in writing, within 10 days of receipt
20 of the Certificate, no Attorneys Eyes Only information shall be disclosed unless
21 and until the matter is resolved by agreement of the parties (including the
22 producing party) or by an order of the Court.

23 7. Whenever a deposition taken on behalf of any Party involves the
24 disclosure of "**Confidential**" or "**Attorneys Eyes Only**" Information of either
25 Party, either Party may designate all or portions of said deposition as containing
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1 **"Confidential"** or **"Attorneys Eyes Only"** Information. Any such
2 designation, and the Information so designated, shall be made subject to the
3 provisions of this Stipulated Protective Order.

4 8. Any Party may challenge the designation of Information as
5 **"Confidential"** or **"Attorneys Eyes Only"** by giving written notice that such
6 Party intends to challenge the designation by raising the issue with the Court.
7 Notice must be made to the Party who produced the Information not less than
8 fourteen (14) days prior to filing any motion. If, within ten (10) days after
9 receipt of the notice, the Party who produced the Information makes a written
10 objection to the Party giving the notice, the Information shall remain designated
11 as **"Confidential"** or **"Attorneys Eyes Only"** until this Court orders
12 otherwise. If timely written objection is not made, the Party who produced the
13 Information shall be deemed to have waived any objection to the disclosure of
14 the designated Information and the Information may be treated as non-
15 confidential without further order of the Court.

16 9. With respect to any communications to the Court, including any
17 pleadings, motions or other papers, all documents containing **"Confidential"** or
18 **"Attorneys Eyes Only"** Information shall be communicated to the Court in a
19 sealed envelope or other appropriate sealed container on which shall be written
20 the caption of this lawsuit, an indication of the contents of the sealed envelope
21 or container, and the words **"CONFIDENTIAL INFORMATION SUBJECT**
22 **TO A PROTECTIVE ORDER,"** and the Clerk of this Court is directed to
23 maintain such materials under seal.

24 10. Failure to designate any Information **"Confidential"** or
25 **"Attorneys Eyes Only"** shall not constitute a waiver of an otherwise valid
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1 claim of confidentiality pursuant to this Stipulated Protective Order, so long as
2 a claim of confidentiality is asserted after the producing Party has noticed the
3 failure to designate the Information as "**Confidential**" or "**Attorneys Eyes**
4 **Only.**" At such time, arrangements shall be made by the Parties to designate
5 the Information "Confidential" or "**Attorneys Eyes Only**" in accordance with
6 this Stipulated Protective Order.

7 11. Except as otherwise agreed in writing, at the conclusion of this
8 action, whether the action be settled, otherwise resolved in full prior to trial, or
9 tried on the merits, the obligations imposed by this Stipulated Protective Order
10 shall remain in effect. All copies of "**Confidential**" or "**Attorneys Eyes**
11 **Only**" Information shall be promptly returned to the producing Party upon
12 request, or destroyed by agreement of the Parties.

13 12. Any person or entity receiving "**Confidential**" or "**Attorneys**
14 **Eyes Only**" Information under this Stipulated Protective Order who is then
15 later served with a subpoena for any such Information shall give counsel for the
16 Parties at least seven (7) days' notice (or reasonable notice if the time for
17 compliance with the subpoena is less than seven (7) days) before producing any
18 such Information.

19 13. Each person or entity to whom "**Confidential**" or "**Attorneys**
20 **Eyes Only**" Information is disclosed in accordance with provisions of this
21 Stipulated Protective Order hereby submits himself, herself, or itself to the
22 jurisdiction of this Court for the enforcement of this Stipulated Protective
23 Order.

24 14. The terms of this Stipulated Protective Order shall survive any
25 settlement, discontinuance, dismissal, severance, judgment, or other disposition
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1 of this litigation, and the Court shall continue to retain jurisdiction to enforce
2 the terms of this Stipulated Protective Order.

3 Plaintiffs and Defendants, through their undersigned counsel, hereby
4 stipulate and agree to entry of this Stipulated Protective Order.

5
6 DATED this 24th day of October, 2007.

7
8 KIRKPATRICK & LOCKHART
PRESTON GATES ELLIS LLP

PHILLABAUM, LEDLIN, MATTHEWS
& SHELDON, PLLC

9 By /s/ Theresa L. Keyes
10 Theresa L. Keyes
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By (see attached)
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1 of this litigation, and the Court shall continue to retain jurisdiction to enforce
2 the terms of this Stipulated Protective Order.

3 Plaintiffs and Defendants, through their undersigned counsel, hereby
4 stipulate and agree to entry of this Stipulated Protective Order.


5
6 DATED this 24 day of ~~September~~ ^{October}, 2007.

7 KIRKPATRICK & LOCKHART
8 PRESTON GATES ELLIS LLP

PHILLABAUM, LEDLIN, MATTHEWS
& SHELDON, PLLC

9 By _____
10 Theresa K. Keyes
11 Attorneys for Plaintiffs
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STIPULATED PROTECTIVE ORDER - 7

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ORDER

IT IS SO ORDERED.

DATED this 30th day of October, 2007.

s/ Edward F. Shea

Honorable Edward F. Shea
United States District Judge

EXHIBIT A**Certification of Knowledge of and Compliance with Stipulated Protective Order**

I certify my understanding that confidential discovery materials and the information contained therein will be provided to me pursuant to the terms and restrictions of the Stipulated Protective Order issued in the action titled BRIAN D'AMATO and PAUL D'AMATO, as partners of SISBRO I, SISBRO II, and SISBRO III, vs. REGINA LILLIE and GERALD LILLIE, as partners of SISBRO I, SISBRO II, and SISBRO III, CASE NO. CV-06-00314-EFS (U.S. District Court for the Eastern District of Washington), and that I have been given a copy of and have read the Stipulated Protective Order and agree to be bound by it. I understand that such discovery materials, any copies, any notes or other memoranda, or any other forms of information regarding or derived from those materials, including the contents of those documents, shall not be disclosed to any person, except as permitted under the Stipulated Protective Order, shall be used only for the purpose of said proceedings, and shall be returned, if they are confidential pursuant to the Stipulated Protective Order. I understand that I may not use or disclose any confidential information subject to this Stipulated Protective Order for any reason outside of the above-referenced lawsuit.

DATED: _____

(Signature) _____

Print Name